FORSYTH PL CONTRACTED RETAIL PARTNERSHIP
Confirmation Agreement

(Print all information)

Account Name: _____
Account SIS No./Chain ID No.: _____
Account's Accrual 999#: _____
RJR Representative Name: _____
Division No. and VM No.: _____ / _____

Level of Partnership Agreed to:

Plan A

Account agrees to the following:

- Maintain Forsyth PL at advantaged or minimum parity dead net price to consumer at all times versus any other competitive brand in their stores.
- Maintain a Forsyth PL permanent display as space permits and maintain a Forsyth PL permanent price sign in prominent location as determined by RJR.
- Maintain full distribution and adequate inventory levels on the PL as requested by RJR.
- Agree to RJR's Full Partnership Plan level merchandising requirements.
- Use available accrual funds to run promotions on a quarterly basis as necessary to maintain sales as requested by RJR.

Forsyth agrees to the following:

- Maintain/increase account's off-invoice and accrual or equivalent up to $3.40 per carton.
- Accrue funds for use in running promotions based on RJR's share of the savings category paid on PL volume every six months as follows: 50%-74% = $.35 carton; +75% = $.50 carton
- Furnish to account, at no charge, an array of standard permanent and temporary POS displays and advertising.

Plan D

Account agrees to the following:

- May disadvantage the Forsyth private label in pricing to the consumer during certain promotional timeframes versus other competitive brand(s).
- Maintain a Forsyth PL permanent display as space permits and maintain a Forsyth PL permanent price sign in prominent location as determined by RJR.
- Maintain full distribution and adequate inventory levels on the private label as requested by RJR.
- Participate in an RJR merchandising plan.
- Use accrual funds as available to run private label promotions to maintain sales as requested by RJR.

Forsyth agrees to the following:

- Maintain/increase account's off-invoice and accrual or equivalent up to $3.05 per carton.
- Furnish account, at no charge, an array of standard permanent and temporary POS displays and advertising.

These levels of partnership will remain available until further notice.

(check one) Plan A ☐ Plan D ☐

Agreed to by: _____
(Print Authorized Account Name)

_____
(Authorized Account Signature)

Date: _____

Effective Date: _____

Return to: Gwen Scott
c/o Forsyth Tobacco Products
401 N. Main Street
Winston-Salem, NC 27102
Fax Number: (336) 741-2685

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Source: https://www.industrydocuments.ucsf.edu/docs/xmdp0000

Attachment II

FORSYTH TOBACCO PRODUCTS

PRICING RESTRUCTURE AGREEMENT

(Submit Only if Changing Off Invoice)

Effective with shipments beginning _____, 1998, I hereby authorize Forsyth Tobacco Products to increase my carton off-invoice amount or the equivalent thereof on _____ to $_____. Alliance Accrual will be reduced accordingly.

Account Name: _____

Customer Service Number: 999 _____ _____ _____ _____

Authorized Account Signature: _____

RJR Representative Name: _____
(please print)

Division Number: _____

RJR Representative Fax: _____
(Customer Services will use to notify you of confirmed start date)

FAX TO: 1-336-741-2156
ATTENTION: Forsyth Tobacco Customer Services

To be filled in by Customer Services confirming effective off-invoice change date confirmed effective ship date

Customer Services Rep: _____ Ext. #.: _____

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Source: https://www.industrydocuments.ucsf.edu/docs/xmdp0000

MONARCH/BEST VALUE RETAIL PRICING AGREEMENT

Retailer, if given certain pricing protection against other competitive products, agrees to offer and promote _____ as its primary cigarette in the lowest price category at the everyday low price at all times and to provide _____ with a minimum of one prominent price communication sign, as well as preferred merchandising space and locations as compared to other products in the low price category. Retailer also agrees as a Full Partnership Merchandising participant that it will not disadvantage R. J. Reynolds Tobacco Company in the ongoing display and promotion of its Full Priced and Branded Savings products as they relate to other cigarette manufacturers.

Based upon Retailer's agreement to these terms and conditions, R. J. Reynolds Tobacco Company will give the Retailer $3.40 per carton rebate on each carton of _____. Retailer acknowledges that the amount of this per carton rebate is subject to periodic upward or downward adjustment due to changes in competitive offers as determined by R. J. Reynolds Tobacco Company.

Either party may cancel this pricing promotion on thirty (30) days notice. This promotion will also immediately become void should Retailer fail to feature and promote _____ as agreed.

This offer is being made by R. J. Reynolds Tobacco Company in selected markets to meet certain competitive situations.

R. J. Reynolds Tobacco Company

Offered By:_____ Region/Div.#:_____
(RJR Signature)

RJR Representative Printed Name:_____

Effective Date:_____ Rate Per Carton: $3.40

Account Name:_____

City:_____ State:_____ Zip Code:_____

SIS Number and/or Chain ID Number:_____

Number of Stores:_____ Approximate Weekly Monarch or Best Value Carton Volume:_____

Accepted By:_____

Printed Retailer Name:_____

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Source: https://www.industrydocuments.ucsf.edu/docs/xmdp0000

DISTRIBUTOR PRIVATE LABEL RETAIL PRICING AGREEMENT

Retailer, if given certain pricing protection against other competitive products, agrees to offer and promote _____ as its primary cigarette in the lowest price category at the everyday low price at all times and to provide _____ with a minimum of one prominent price communication sign, as well as preferred merchandising space and locations as compared to other products in the low price category. Retailer also agrees as a Full Partnership Merchandising participant that it will not disadvantage R. J. Reynolds Tobacco Company in the ongoing display and promotion of its Full Priced and Branded Savings products as they relate to other cigarette manufacturers.

Based upon Retailer's agreement to these terms and conditions, R. J. Reynolds Tobacco Company will give the Retailer $.35 per carton rebate on each carton of _____. Retailer acknowledges that the amount of this per carton rebate is subject to periodic upward or downward adjustment due to changes in competitive offers as determined by R. J. Reynolds Tobacco Company.

Either party may cancel this pricing promotion on thirty (30) days notice. This promotion will also immediately become void should Retailer fail to feature and promote _____ as agreed.

This offer is being made by R. J. Reynolds Tobacco Company in selected markets to meet certain competitive situations and may not be available to all Retailers within selected markets.

R. J. Reynolds Tobacco Company

Offered By:_____ Region/Div.#:_____
(RJR Signature)

RJR Representative Printed Name:_____

Effective Date:_____ Rate Per Carton: $.35

Account Name:_____

City:_____ State:_____ Zip Code:_____

SIS Number and/or Chain ID Number:_____

Number of Stores:_____ Approximate Weekly Distributor PL Carton Volume:_____

Accepted By:_____

Printed Retailer Name:_____

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Source: https://www.industrydocuments.ucsf.edu/docs/xmdp0000